

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SEAN POWELL, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UNITED RENTALS (NORTH AMERICA),
INC.,

Defendant.

NO. No. 2:17-cv-01573-JLR

DECLARATION OF MICHAEL
MARZULLA IN SUPPORT OF
DEFENDANT UNITED
RENTALS' MOTION TO
COMPEL ARBITRATION AND
TO DISMISS

I, MICHAEL MARZULLA, declare as follows:

1. I work for United Rentals, where I am the Director, HRIS (Human Resources Information Systems). In that position, I oversee the human resources information systems used to support United Rentals' nationwide operations. Through my work at United Rentals, I have become familiar with the human resources information systems used to support United Rentals' operations. This specifically includes United Rentals' current and historical systems used to solicit and accept online employment applications and related materials. I have personal knowledge of the matters referred to in this Declaration.

2. In its ordinary course of business, United Rentals maintains custody of business records concerning its online job application process, including electronic job applications and

1 related documents previously submitted for employment positions with United Rentals. I am
2 qualified and authorized to certify business records maintained by United Rentals.

3 3. United Rentals (North American), Inc. ("United Rentals") is a Delaware
4 corporation with its corporate headquarters located in Stamford, Connecticut. Its parent company
5 is United Rentals, Inc. United Rentals has six distinct lines of business that each specialize in
6 providing customers with a different type of equipment and related support services. These lines
7 of business are called Gen Rent, Trench Safety, Power & HVAC, Tool Solutions, Fluid
8 Solutions, and Onsite Services. Between these lines of business, United Rentals operates
9 branches in 49 states, including Washington State.

10 4. On April 24, 2015, plaintiff Sean Powell applied for his former position with
11 United Rentals through the company's online application process, which is accessed through the
12 company's website, www.unitedrentals.com. At that time, the online application process utilized
13 a talent management software platform called ADP VirtualEdge to receive, process, review, and
14 store online employment applications. United Rentals created and maintained the resulting data
15 and applications in the regular course of its business activities and according to its regular
16 practices, and the data were made at or near the time of the event recorded by someone with
17 knowledge (or from information transmitted by such a person). A true and correct copy of Mr.
18 Powell's online application materials, which he submitted electronically to United Rentals on
19 April 24, 2015, are attached as **Exhibit A**. United Rentals preserved these documents (and other
20 application-related data discussed in this Declaration) in a secure electronic archive maintained
21 by United Rentals.

22 5. To begin the online application process, Mr. Powell would have first gone to the
23 "jobs" page on the website, where he could review a list of positions for which United Rentals
24 was accepting applications at that time. Before starting an online application, Mr. Powell had to
25 first register for a unique network ID and create a unique and private network password, both of
26

1 which were associated with his personal email address. I have reviewed the application and data
2 associated with Mr. Powell's unique network ID in order to prepare this Declaration.

3 6. United Rentals uses electronic signatures for online employment applications and
4 related documents, and United Rentals explains the electronic signature process to applicants.
5 Once Mr. Powell created a unique user ID and password, he viewed a screen captioned
6 "ELECTRONIC SIGNATURE NOTICE AND CONSENT." That screen stated, among other
7 things, the following:

8 This notice is intended to provide you with important information
9 required by the Electronic Signatures in Global and National
Commerce Act (E-Sign Act).

10 Consent: By entering your name, you consent to submit your
11 employment application and all related forms, documents and
12 information electronically. You further consent to conduct any
13 matters related to the recruiting, application, background check
and/or onboarding process electronically. Typing your name in the
textbox under or on a form, entering your login password, and
clicking on 'Submit', will constitute your electronic signature.

14 7. To proceed with the application process and to show he understood the electronic
15 signature policy, Mr. Powell had to click on a prompt stating "I agree to the above" at the bottom
16 of the electronic signature explanation. He could not have proceeded without doing so and then
17 clicking a button shaped like a right-racing arrow.

18 8. Next, the application system allowed Mr. Powell to begin filling out his electronic
19 employment application. There was no time limit for Mr. Powell to complete his online
20 application. If he wanted to stop filling out the application midway for any reason, ADP
21 VirtualEdge would save his progress so he would not have to later reenter information when he
22 resumed filling out the application. Mr. Powell could access an incomplete application so long as
23 United Rentals was accepting applications for the position for which he wished to apply. If Mr.
24 Powell had any questions about his online application or its associated forms, United Rentals'
25 website provided him with the company's phone number in addition to an online form to submit
26 questions to the company.

9. If a prompt for information on the electronic application forms was in red text, that prompt was mandatory and Mr. Powell could not progress to the next section of the application without first supplying responsive information. The prompts in black text were optional, so Mr. Powell could progress without supplying responsive information to those prompts.

10. Mr. Powell's online application materials included a Mutual Agreement to Arbitrate, which ADP VirtualEdge displayed to him as a standalone document on its own screen before he submitted his application. As with the rest of Mr. Powell's online application, he could take as long as he wanted to review the one-and-a-half-page arbitration agreement. In order to proceed with the application process, Mr. Powell had to click "Agree" on the page with the arbitration agreement, which he did as the ADP VirtualEdge data show.

11. At the very end of the electronic application, there was a final prompt for Mr. Powell to enter his electronic signature, which would be affixed to his application materials—including the arbitration agreement—along with a timestamp. Mr. Powell did so on April 24, 2015, at 3:43 P.M. Eastern Time by typing “sean powell” and then clicking “Accept” while logged in using his unique user name and password. Mr. Powell was then given the option to download or print the completed application materials, including the Agreement. After receiving Mr. Powell’s online application, United Rentals hired him as a Trench Safety CDL-A Driver, and his employment began on May 11, 2015.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED this 1 day of November, 2018, in Stamford, Connecticut.

By Michael P. Marzulla
Michael Marzulla

DECLARATION OF MICHAEL MARZULLA ISO
MOTION TO COMPEL ARBITRATION
(2:17-cv-01573-JLR) - 4
4851-2139-8393v-4 0110505-000001

Davis Wright Tremaine LLP
LAW OFFICES
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045
206.462.3150 main 206.757.7700 fax

CERTIFICATE OF SERVICE

I hereby certify that on November 6, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

DATED this 6th day of November, 2018.

By /s/ Margaret C. Sinnott
Margaret C. Sinnott

EXHIBIT A

Application Instructions

Please complete all information requested. Indicate "none" where applicable.

Personal Information

* **Are you legally eligible to work in the U.S.?:**

Yes

* **Have you reached the minimum working age?:**

Yes

* **Are you willing to relocate?:**

Yes

* **Are you willing to travel?:**

25% - 50%

Date available to begin employment?:

04/13/15

* **Salary Desired:**

REDACTED

* **Have you ever been employed by United Rentals, Inc. or any of its affiliates?:**

No

Position Location:

driver

When?:

04/13/19

* **Do you have any relatives employed by United Rentals, Inc. or its affiliates?:**

No

Name:

Location:

Military Information

Service Branch:

From:

To:

Criminal Convictions

1. You should not disclose the existence of any arrest or criminal charge that did not result in a conviction.
2. You should not disclose any conviction that has been sealed, expunged, erased, pardoned or statutorily eradicated, set aside or otherwise dismissed by court order.
3. CALIFORNIA RESIDENTS: Do not identify any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been dismissed by a court. Also, do not identify marijuana-related convictions entered by the court more than two (2) years ago that involve: unlawful possession of marijuana; transportation or giving away of up to 28.5 grams of marijuana, other than concentrated cannabis, or the offering to transport or give away up to 28.5 grams of marijuana, other than concentrated cannabis; possession of paraphernalia used to smoke marijuana; being in a place with knowledge that marijuana was being used; or being under the influence of marijuana. Also, do not identify any arrest or detention that did not result in a conviction or any record of a referral to, and participation in, any pretrial or post trial diversion program.
4. CONNECTICUT RESIDENTS: Do not identify any arrest, criminal charge or conviction the records of which have been erased by a court based on sections 46b-146, 54-76o or 54-142a of the Connecticut General Statutes. Criminal records subject to erasure under these sections are records concerning a finding of delinquency or the fact that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or not prosecuted, a criminal charge for which the person was found not guilty, or a conviction for which the offender received an absolute pardon. Any person whose criminal records have been judicially erased under one or more of these sections is deemed to have never been arrested within the meaning of the law as it applies to the particular proceedings that have been erased, and may so swear under oath.
5. GEORGIA RESIDENTS: Do not identify any verdict or plea of guilty or nolo contendere that was discharged by a court under Georgia's First Offender Act.
6. MICHIGAN RESIDENTS: Do not identify any misdemeanor arrests, detentions or dispositions that did not result in conviction.
7. NEBRASKA RESIDENTS: Do not identify a sealed juvenile record of arrest, custody, complaint, disposition, diversion, adjudication or sentence.
8. NEVADA RESIDENTS: You must identify all felony convictions, but may limit disclosure of misdemeanor convictions to those that occurred within the last seven (7) years and which resulted in imprisonment. The discharge and dismissal of certain first time drug offenses, after the accused has completed probation and any required treatment or educational programs, does not constitute a "conviction" for purposes of employment.
9. NEW YORK RESIDENTS: Do not identify records concerning any criminal proceeding that terminated in your favor, per section 160.50 of the New York Criminal Procedure Law; any criminal proceeding that terminated in a "youthful offender adjudication," as defined in section 720.35 of the New York Criminal Procedure Law; any conviction for a "violation" that already has been sealed by the court, per section 160.55 of the New York Criminal Procedure Law; and any conviction which was sealed pursuant to section 160.58 of the New York Criminal Procedure Law in connection with the licensing, employment or providing of credit or insurance.
10. OHIO RESIDENTS: Do not identify any arrest or conviction for a minor misdemeanor drug violation as defined under Ohio Rev. Code 2925.11.
11. PENNSYLVANIA RESIDENTS: Do not identify convictions for summary offenses.

* **Have you ever plead guilty or no contest or been convicted of a crime?:**

REDACTED

If Yes, Please give details, dates of convictions.:

REDACTED

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

* **First & Last Name** **Date and Time:**

sean powell 04/24/15 03:43 PM (Eastern)

Highest Education Level Completed

* Institution: brier middel school	* Degree or Diploma Earned: No
* City: brier	
* Country: US	* State/Province: Washington
* Type of Degree: None	Major:

Additional Education/Certifications Completed

* Institution:	Degree or Diploma Earned?:
City:	
Country:	State/Province:
Type of Degree:	Major:

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

* First & Last Name	Date and Time:
sean powell	04/24/15 03:43 PM (Eastern)

Employment History

List ALL employment for the **last 7 years** - if student, list summer and part-time positions. Start with the most current.

Current or Most Recent Employer*** Employer:**

fibres international

*** From:**

12/30/13

*** City:**

everett

*** State/Province:**

Washington

Supervisor Name:

larry sargent

*** May we contact?:**

Yes

*** Final Base Salary:**

REDACTED

Responsibilities:

pick up recycling from schools and business

To:*** Country:**

US

*** Zip/Postal Code:**

98204

Supervisor Title:

driver/warehouse sup

*** Position Title:**

driver

Bonus:**Reason For Leaving:**

still there

Previous Employer 1 (if applicable)*** Employer:**

powell home and apartment repair

*** From:**

07/01/12

*** City:**

mountlake terrace

*** State/Province:**

Washington

Supervisor Name:

steve powell

*** May we contact?:**

Yes

*** Final Base Salary:**

REDACTED

*** Responsibilities:**

remodel kitchens and bathrooms

*** To:**

12/29/13

*** Country:**

US

*** Zip/Postal Code:**

98043

Supervisor Title:

owner

*** Position Title:**

carpenter

Bonus:*** Reason For Leaving:**

went back to prior employer

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

*** First & Last Name Date and Time:**

sean powell

04/24/15 03:43 PM (Eastern)

Driving Record Information* **Do you have a valid Drivers License?:**

Yes

* **Do you have any traffic citations, driver's license suspensions or forfeitures and driving-related convictions (such as reckless driving or driving under the influence) during the last 3 years?**

No

C.D.L. Holders Only - Previous Addresses

(Required to be filled out for CDL Holders)

Applicants are required to list any additional addresses that they have resided at during the past three years.

Address 1:**REDACTEDREDACTED****Address 2:****From:**

02/01/11

City:

mountlake terrace

State/Province:

Washington

To:

01/15/15

Country:

US

Zip/Postal Code:

98043

C D L Holders Only - Previous Accident 1

Please list accident record for the past three years

Last Accident**Date:****Fatalities and/or Injuries:****Nature of Accident:****C D L Holders Only - Traffic Convictions and Forfeitures 1**

for the past three years (other than parking violations)

Location:**Date:****Charge:****Penalty:****C D L Holders Only - Additional License 1**

List each unexpired license or permit currently held

State/Province:**License No.:****Type/Class:****Expiration Date:****eSignature**

The information provided above is correct to the best of my knowledge, and I bear testimony.

* **First & Last Name** **Date and Time:**

sean powell

04/24/15 03:43 PM (Eastern)

PLEASE REVIEW THIS SCREEN CAREFULLY BECAUSE IT CONTAINS BINDING CONTRACTUAL TERMS THAT AFFECT YOUR LEGAL RIGHTS. BY SELECTING THE "I ACCEPT" BUTTON BELOW YOU ARE AGREEING TO BE BOUND TO ALL OF THE TERMS CONTAINED ON THIS SCREEN.

By clicking "I Accept", you hereby agree that:

A. The Mutual Agreement to Arbitrate: Overview

Except for the claims set forth in the paragraph below, United Rentals, Inc. and its subsidiaries, parents and other affiliates, current and former employees, officers, directors, agents, and successor entities (hereafter collectively referred to as the "Company") and you are mutually required to arbitrate any and all disputes, claims, or controversies (the "Arbitrable Claims") against the other that could be brought in a court including, but not limited to, all claims arising out of your hire, the Company's decision not to interview or hire you, your employment and the cessation of employment, including any claim that could have been presented to or could have been brought before any court. This Agreement to arbitrate includes, but is not limited to, claims under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964; the Fair Labor Standards Act; the Family and Medical Leave Act; the Americans with Disabilities Act of 1990; Section 1981 through 1988 of Title 42 of the United States Code; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act and any other federal, state or local anti-discrimination laws; or any other federal, state, or local law, ordinance or regulation, or based on any public policy, contract, tort, or common law or any claim for costs, fees, or other expenses or relief, including attorney's fees. All claims which could be raised before a court must be raised by the time of the arbitration and the arbitrator shall apply the law accordingly. This Agreement is governed by the Federal Arbitration Act, to the maximum extent permitted by applicable law.

B. Claims Not Covered by This Agreement

Claims not covered by this Agreement are: (i) claims for workers' compensation benefits. **This exclusion does not include claims alleging retaliation based on the filing of or participation in a workers' compensation claim;** (ii) claims for unemployment compensation benefits; (iii) claims based upon the Company's current (successor or future) stock option plans, employee pension and/or welfare benefit plans if those plans contain some form of a grievance, arbitration, or other procedure for the resolution of disputes under the plan; (iv) claims covered by a written collective bargaining agreement or other contract which expressly provides for resolution of disputes in accordance with that contract's terms; (v) claims covered by a written employment agreement, or trade secret & confidentiality agreement which expressly provides for resolution of disputes in accordance with that agreement's terms; (vi) lawsuits for temporary/preliminary injunctive relief and/or other equitable relief which are reasonably necessary to preserve the status quo. After the court has issued a ruling on the request for emergency or temporary injunctive relief, you and the Company are required to submit the dispute, if it involves a claim covered by this Agreement, to arbitration for final resolution; and (vii) claims which by law are not subject to mandatory binding pre-dispute arbitration pursuant to the Federal Arbitration Act, such as claims under the Dodd-Frank Wall Street Reform Act. Further, this Agreement does not prohibit the filing of an administrative charge with a federal, state, or local administrative agency such as the National Labor Relations Board (NLRB), Department of Labor, or the Equal Employment Opportunity Commission (EEOC). No language in this document is intended to limit in any way Employee's rights under the National Labor Relations Act ("NLRA"), and any claims under the NLRA are specifically excluded from the arbitration provisions described above.

C. Waiver of Multi-Plaintiff, Class, Collective and Representative Actions

No Arbitrable Claim may be initiated or maintained on a putative or certified class, collective or multi-party action basis either in a court or in Arbitration and must be brought on an individual basis only, and arbitration on an individual basis is the exclusive remedy. Any Arbitrable Claim purporting to be brought as a putative or certified class, collective or multi-party action basis will be decided under these rules as an individual claim in Arbitration. .

D. The Arbitration Process

Any claim for arbitration will be timely only if brought within the time in which an administrative charge or complaint would have been filed if the claim is one which could be filed with an administrative agency. If the arbitration claim raises an issue which could not have been filed with an administrative agency, then the claim must be filed within the time set by the appropriate statute of limitation.

The arbitration shall be arbitrated by a single arbitrator in accordance with the Employment Arbitration Rules and Mediation Procedures established by the American Arbitration Association ("AAA"). A copy of the AAA Employment Arbitration Rules and Mediation Procedures Employment Disputes is available for you to review from your Company recruiter or the Company's Human Resources Department. You may also access the AAA's Employment Arbitration Rules at <https://www.adr.org> .

The arbitration will be conducted at a mutually convenient time and place within 50 miles of the location where you last worked (or applied to work) for the Company, or such other location as the parties mutually agree. The arbitrator shall apply the Federal Rules of Civil Procedure (except for Rule 23) and the Federal Rules of Evidence as interpreted in the jurisdiction where the arbitration is held.

All orders of the arbitrator (except evidentiary rulings at the arbitration) shall be in writing and subject to review pursuant to the Federal Arbitration Act. Any authorized decision or award of the arbitrator shall be final and binding upon the parties. The arbitrator may award relief only on an individual basis. The arbitrator shall have the power to

award any type of legal or equitable relief available in a court of competent jurisdiction including, but not limited to, attorney's fees, to the extent such damages are available under law.

The interpretation and enforcement of the terms contained herein, and, if necessary, any request to enforce the decision of the arbitrator, shall be resolved and determined exclusively by the state court sitting in Fairfield County, Connecticut or the federal courts in the District of Connecticut and you hereby consent that such courts be granted exclusive jurisdiction for such purpose.

E. The Consideration for the Agreement

This Agreement requires you and the Company to arbitrate any legal dispute against the other related to your application for employment or employment with the Company. The Company will not consider your application unless this Agreement is accepted. By entering into this Agreement, you are giving up certain rights, including the right to file a lawsuit in a court of law or have a jury trial. In addition to the consideration being a mutual Agreement to arbitrate, your hire and/or continued employment by the Company constitutes consideration, but does not alter the at will status of your employment. As further consideration, the Company agrees to pay all travel, lodging, and meal costs of the arbitrator as well as any fees charged by the arbitrator for his/her services. The Company also agrees that if it prevails at the arbitration it shall not seek or pursue costs from you, even if at law it would otherwise be entitled to pursue such costs; however, distinct from costs, the Company retains any rights it may have to recover its attorneys' fees: e.g., for frivolous claims. The parties agree that the consideration set forth in this paragraph is wholly adequate to support this Agreement.

To the extent you have any questions related to this Agreement, you should consult with an attorney before entering into this Agreement and moving forward in the application process.

Application Terms

*** I accept the terms and conditions above:**

Agree

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

*** First & Last Name Date and Time:**

sean powell 04/24/15 03:43 PM (Eastern)

Additional Information

* **Social Security Number:**

XXXXXXXXXX

* **Date of Birth:**

10/31/XX

* **Do you currently have a valid driver's license?:**

Yes

License Number:

REDACTED

Issuing State:

Washington

Expiration Date:

10/31/15

Highest Education Level Completed:

Did you graduate?:

No

Graduation Date:

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

* **First & Last Name** **Date and Time:**

sean powell

04/24/15 03:43 PM (Eastern)

Disclosure

United Rentals, Inc., or one of its subsidiaries (collectively, "United Rentals") may use a third party consumer reporting agency, HireRight ("the Agency"), located at 3349 Michelson Dr., Suite 150, Irvine, CA, U.S.A., telephone: + 949-428-5800 / 888-967-1048, to provide a consumer report (in California, an investigative consumer report) in connection with the hiring process. In addition, if you are hired, United Rentals may order additional reports about you for employment purposes, to the maximum extent permitted by applicable law. You can access the following website www.hireright.com to view the Agency's privacy practices, including information with respect to the Agency's preparation and processing of investigative consumer reports and guidance as to whether your personal information will be sent outside the United States or its territories.

The information gathered about you may relate to your personal background, character, general reputation, work history, qualifications, mode of living and personal characteristics.

The Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (FCRA) provides certain rights in connection with the reporting of personal information, including information obtained and verified for employment purposes. A summary of your rights under the FCRA is available from the Fair Trade Commission (<http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre35.pdf>)

CALIFORNIA RESIDENTS AND APPLICANTS:

You have the right to visually inspect the files concerning you maintained by an investigative consumer reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person, and, if you appear in person and furnish proper identification; you are entitled to a copy of the file for a fee not to exceed the actual costs of duplication. You are entitled to be accompanied by one person of your choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if you make a written request, with proper identification, for copies to be sent to a specified addressee. You can also request a summary of the information to be provided by telephone if you make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to you. You further understand that the investigative consumer reporting agency shall provide trained personnel to explain to you any of the information furnished to you; you shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards.

The specific nature and scope of the report requested may include social security number trace and validation, criminal history, employment history, education history, driving history, sex offender registry, and professional license.

CALIFORNIA RESIDENTS AND APPLICANTS AND, MINNESOTA & OKLAHOMA APPLICANTS: You are entitled to receive a free copy of any report prepared by the consumer reporting agency. To indicate your interest in receiving a copy of the report, please check the corresponding box in the Authorization section below.

MINNESOTA: You have the right to make a written request to the consumer requesting agency to provide you with a complete and accurate disclosure of the nature and scope of the consumer report.

NEW YORK: Upon request, you will be informed whether a report was requested from a consumer reporting agency and provided with the name and address of the consumer reporting agency." You also may request a copy of any investigative consumer report by contacting the consumer reporting agency.

WASHINGTON: You have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

By checking the box, you indicate that you wish to receive further disclosure about the nature and scope of any United Rentals request for an investigative consumer report:

Yes

Authorization

I have read the Disclosure section above, and I hereby authorize United Rentals to order background reports, including investigative consumer reports (a special type of report that includes personal interviews), about me from the Agency or another consumer reporting agency.

I understand that information about me will be solicited from various sources including, but not limited to, the following: credit reporting agencies, current and past employers, criminal conviction records databases, Departments of Motor Vehicles, military branches, public records offices, schools, and professional and personal references. **I authorize, without reservation, any individual, corporation or other private or public entity to provide information about me to United Rentals and/or Accurate Background, Inc.**

I understand and agree that this authorization in original, faxed, photocopied or electronic form, shall be valid for reports ordered during the hiring process and also for reports United Rentals may order in the future after I am hired.

* Type * Date:

Name: 04/24/15

sean

powell

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

* **First & Last Name** **Date and Time:**

sean powell 04/24/15 03:43 PM (Eastern)

I hereby certify that all statements made in this application are true and correct to the best of my knowledge and belief. I authorize past employers, schools, persons and organizations having relevant information or knowledge to release to United Rentals for its use in deciding whether or not to offer me employment and specifically waive any required written notification. I hereby release employers, schools, persons and organizations from all liability in responding to inquiries in connection with my application. Upon written request by me, within a reasonable period of time, United Rentals will make available to me the nature and scope of all reports of every type obtained.

Save & Exit

* **To the terms and conditions above:**

Agree

eSignature

The information provided above is correct to the best of my knowledge, and I bear testimony.

* **First & Last Name** **Date and Time:**

sean powell 04/24/15 03:43 PM (Eastern)